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DOC #:	
DATE FILED:	10/9/15

March 18, 2015

*Docket + file*

**VIA FACSIMILE (212) 805-7986**

The Honorable Judge Paul G. Gardephe  
 United States District Court Judge  
 Southern District of New York  
 40 Foley Square, Room 2204  
 New York, NY 10007

Re: Hanna Bouveng v. New York Global Group and Benjamin Wey  
 Our File No.: 20891

Dear Judge Gardephe:

As you know, we represent Plaintiff in this matter. Unfortunately, it has come to our attention that since yesterday's deposition of Ms. Bouveng, Defendants have *twice* breached the Confidentiality Agreement and Protective Order signed by Your Honor on February 13, 2015. Accordingly, Plaintiff respectfully requests that Defendants be held in contempt and ordered to pay sanctions.

First, this morning Defendants published yet another retaliatory article in TheBlot (wrongly dated February 25, 2014) that specifically references Ms. Bouveng's deposition testimony. The article includes the following statement: "On March 17, 2015, when questioned under oath, Hanna Bouveng admitted to using cocaine ... in New York." (Ex. A, Blot article.) During the deposition, Plaintiff's counsel not only objected to testimony concerning any drug use by the client prior to her employment at NYGG, but also notified Defendants that such testimony would be inadmissible at trial and the subject of a motion *in limine*.

Second, this afternoon Defendants e-filed portions of Plaintiff's deposition transcript concerning her psychological injuries as an attachment to Defendants' Reply regarding its Motion to Extend Discovery Deadlines.

Reply To:

**Morelli Alters Ratner, LLP**  
 777 Third Avenue, 31st Floor  
 New York, New York 10017  
 Tel: (212) 751-9800  
 Fax (212) 751-0046  
 Toll Free. (877) 751-9800

[www.morellialters.com](http://www.morellialters.com)

**Morelli Alters Ratner, LLP**  
 2675 NE 188th Street  
 Miami, Florida 33180  
 Tel. (305) 571-8550  
 Fax (305) 571-8558

Both instances constitute grievous violations of the Confidentiality Agreement and Protective Order, which provides in pertinent part:

A Producing Party or its counsel may designate deposition exhibits or portions of deposition transcripts as Confidential Material ...by:

(b) notifying the reporter and all counsel of record, in writing, within 30 days after a deposition has concluded, of the specific pages and lines of the transcript that are to be designated "Confidential," in which case all counsel receiving the transcript will be responsible for marking the copies of the designated transcript in their possession or under their control as directed by the Producing Party or that person's counsel.

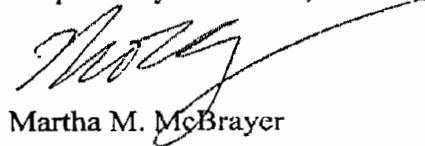
*During the 30-day period following a deposition, all Parties will treat the entire deposition transcript as if it had been designated Confidential.*

(Ex. B, Confidentiality Agreement and Protective Order at 4(b)(*emphasis provided.*))

Plaintiff attempted to "meet and confer" with defense counsel earlier this afternoon concerning this and other discovery issues but has not received a return call. Plaintiff has also demanded that Defendants immediately remove TheBlot article and the offending exhibit from the e-file system. (Ex. C, March 18, 2015 correspondence.)

The Confidentiality Agreement and Protective Order also provides: "This Court will retain jurisdiction over all persons subject to this Order to the extent necessary to enforce any obligations arising hereunder or to impose sanctions for any contempt thereof." (Ex. B, Confidentiality Agreement and Protective Order at 19.) Accordingly, Plaintiff respectfully requests any measure this Court deems necessary to enforce the Protective Order, including but not limited to sanctions.

Respectfully submitted,



Martha M. McBrayer

MMM:cd  
Attachments



## EXHIBIT A

Benjamin Wey

Benjamin Wey

Add Friend Follow Message ...

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DO YOU KNOW BENJAMIN?

To see what he shares with friends, send him a friend request:

Add Friend

Also lives in New York, New York

From New York, New York

PHOTOS

REVIEW

PDF

Benjamin Wey

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BREAKING NEWS: Swedish extortionist #HANNABOUVENG ADMITTED to using cocaine and illegal drug methamphetamine while in New York, before she was fired from a 6 month internship. The fact surfaced when the cocaine user #HANNABOUVENG was questioned under oath in New York on March 17 2015 during a court proceeding.

Read More: Investigative Reporter Benjamin Wey fights back at extortion  
<http://www.theblot.com/wall-street-financier-responds-us1-b>

REVOLVEclothing.com  
Shop the latest looks from Lumer on REVOLVEclothing!

Designer Brands at Gilt  
gilt.com  
Save up to 70% on women's designer clothes, handbags, jewelry and more!

Chat (Off)

3/12/2015



POLITICS ▾ MONEY LEGAL TECH NEWS

INVESTIGATIONS ▾ MEDIA HEALTH GAY ▾ CITIES

ENTERTAINMENT ▾ CELEBS LIFE ▾ FASHION ▾ TRAVEL

BLOT VIDEO

# WALL STREET FINANCIER BENJAMIN WEY RESPONDS TO US\$1 BILLION EXTORTION, SWEDISH WOMAN, COCAINE USER HANNA BOUVENG “SEXUAL HARASSMENT” BLACKMAIL EXPOSED

Benjamin Wey | February 25, 2015 | Business, Crime, Finance, FRAUD, Investigations, Lawyers, Legal, Money, New Post, TheBlot Investigations, World | 20 Comments

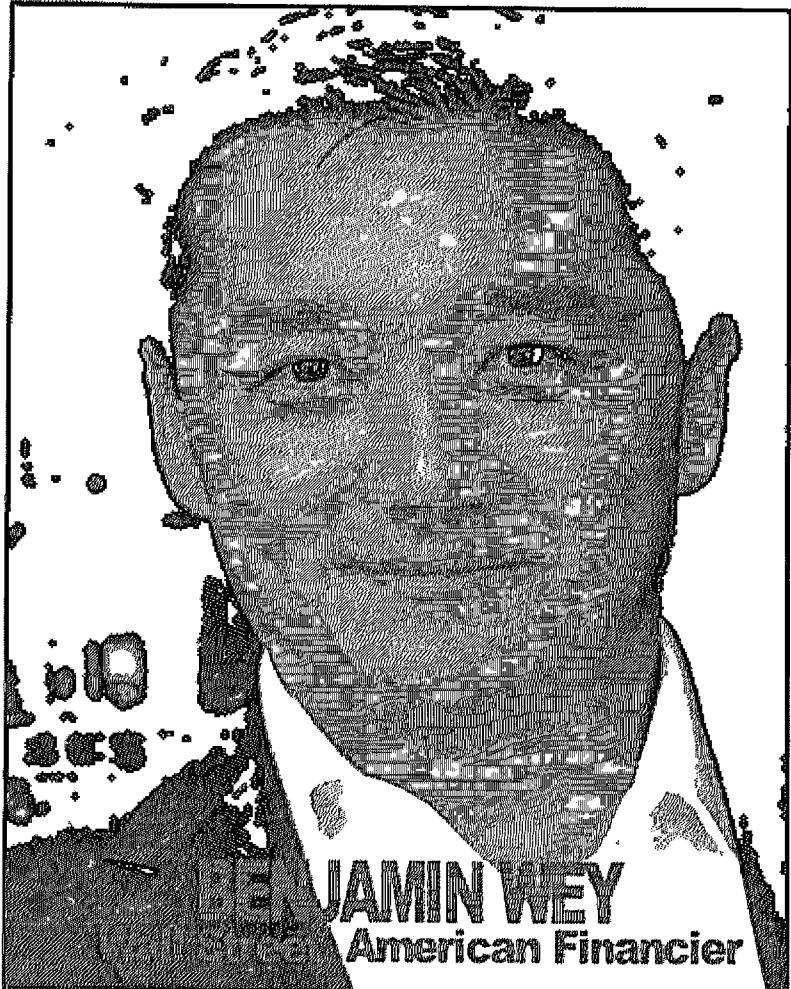
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## TRENDING TAGS

10at10 Benjamin Wey  
Business California  
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Fashion Finance  
government Hollywood  
internet Law Enforcement  
Life list listicle  
Matthew Keys media  
movies Music  
New York New York City

Sharing is caring!

3 28 3



MR. BENJAMIN WEY, AMERICAN FINANCIER ON WALL STREET, INVESTIGATIVE REPORTER

**BENJAMIN WEY, WALL STREET AMERICAN FINANCIER, INVESTIGATIVE REPORTER RESPONDS TO SWEDISH WOMAN, COCAINE USER HANNA BOUVENG'S US\$1 BILLION "SEXUAL HARASSMENT" EXTORTION**

new york global group

NSA nygg Opinion

police politicians

Politics Race racism

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Sex social media

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terrorism TV Twitter

Violence Wall Street

## RECENT POSTS



FOR  
GOVERN  
LEAKERS  
A  
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IN  
RANK  
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PUNISHI

March 17th,  
2015

A reporter has asked for his client's immediate release from prison following a more-lenient [...]

**5 LIFE LESSON!**

In response to the recent false stories authored by a sensational writer Anne-Sofie Näslund, published in the Swedish tabloid EXPRESSEN, and fraudulent claims made by an admitted cocaine and illegal drug user Hanna Bouveng, a Swedish woman fired from a short internship in New York due to her involvement with convicted cocaine, gun criminals, the office of Mr. Benjamin Wey – an American financier, civil rights advocate, philanthropist and investigative journalist releases the following official statement:

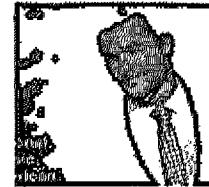
*(EDITOR'S NOTE: Breaking News – Swedish woman Hanna Bouveng admitted to being a cocaine and methamphetamine user during a sworn deposition in New York on March 17, 2015)*

## BENJAMIN WEY SUPPORTS ECONOMIC GROWTH, PHILANTHROPIC EFFORTS

As an accomplished Wall Street financier and investigative reporter, Mr. Benjamin Wey has positively impacted the lives of many people worldwide through his active investment and charitable efforts. Benjamin Wey supports strong bi-lateral ties between Sweden and the United States. Mr. Benjamin Wey believes the reckless behavior of the extortionist, admitted cocaine user Hanna Bouveng has unfairly tarnished the reputation of the Swedish people, whom Mr. Wey counts many as dear friends.

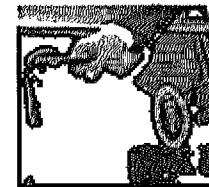
## HANNA BOUVENG WAS TERMINATED, ADMITTED TO USING COCAINE AND OTHER ILLEGAL DRUGS, ASSOCIATIONS WITH COCAINE DEALER, GUN CRIMINAL

Hanna Bouveng (here) is from Vetlanda, Sweden, and is now a waitress at Café Linne in Stockholm. Hanna Bouveng (here) was fired on April 22, 2014 during a six-month internship in New York, due to her allegedly illegal activities involving a Haitian cocaine dealer, gun criminal, prisoner and nightclub promoter James Chauvet (here). According to publicly available court records in New York (here), the criminal James Chauvet (here)



**FROM  
'THE  
BACHELOR'**  
March 17th,  
2015

One of my guilty pleasures is watching ABC's "The Bachelor" in all its various guises. A fri [...]



**THE  
WORST  
SECRET  
SERVICE  
MOMENT**

March 17th,  
2015

Working for the Secret Service means that if agents are doing their jobs well, no one will e [...]



**THE  
END OF  
THE  
MALL  
RAT**

was arrested and sent to prison several times by the U.S. government for illegal gun possession, threatening people with weapons, urinating in the public and cocaine crimes, as evidenced in the criminal James Chauvet's arrest record by the FBI and the New York Police Department (here with photos).

## **HANNA BOUVENG, COCAINE USE AND CRIMINAL AFFILIATIONS CANNOT BE TOLERATED BY ANY AMERICAN EMPLOYER**

Hanna Bouveng was terminated for valid reasons. **On March 17, 2015, when questioned under oath, Hanna Bouveng admitted to using cocaine and methamphetamine in New York.** Like many American employers, Mr. Benjamin Wey and his firm have a "zero tolerance" policy towards illegal drug use and employee associations with convicted cocaine and gun criminals. Each year, more than 40 million Americans fall victims to drug abuses that break up families and cost America more than \$100 billion in drug enforcement. According to the National Council on Alcoholism and Drug Dependence, cocaine abuse ranks top among America's illegal drug problems.

March 17th, 2015  
I was an '80s kid and a '90s teenager, so I know a thing or two about being a mall rat. Oh, [...]



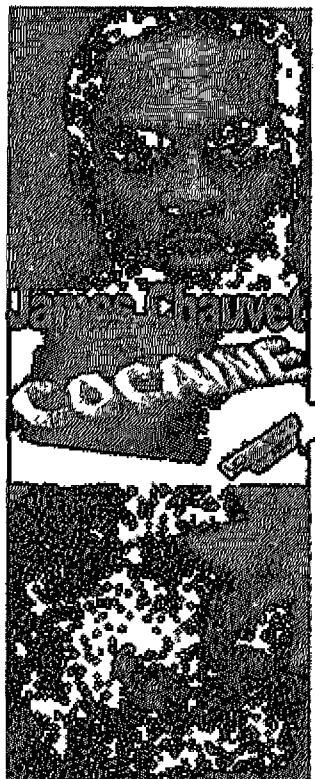
## **TEXAS POLITIC AIMS TO CRIMINAL POLICE RECORD**

March 17th, 2015

Recording police officers could soon become a crime in Texas if one Lone Star Republican get [...]



## **MICHAEL MUSTO: THE 10 BIGGEST CELEBRI LIES OF**



**ALL TIME**  
March 17th, 2015  
A lot of people lie a little bit here and there, but celebrities seem to lie a whole bunch a [...]



**SXSW 2015 PREVIEW**

**WHAT WE'RE JONESIN FOR (NOT JUST MUSICA**

March 16th, 2015

One sure sign that spring is here is that the annual invasion of music fans, tech fans and m [...]



**HANNA BOUVENG, LEWD PHOTOS DOOM SWEDISH EXTORTIONIST, INTERNSHIP TERMINATED**

## HANNA BOUVENG, US\$1 BILLION BLACKMAIL, EXTORTION ON THE AMERICAN EMPLOYER

Hanna Bouveng's admitted cocaine use, poor work ethics, alcohol abuse, nightclub parties and the spread of Hanna Bouveng's own lewd photos (here) all over the Internet were among the reasons for her termination. A notorious tiny New York law firm Morelli Alters Ratner (here) conspired with the criminal James Chauvet and Hanna Bouveng to extort an absurd US\$1 billion out of Mr. Benjamin Wey by filing a false "sexual harassment" lawsuit that has no witness or evidence. Hanna Bouveng's **fraudulent lawyers** David Ratner, Benedict Morelli and Martha McBrayer (here) have a long history of fabricating evidence (here), and are currently facing almost US\$500,000 in fines as evidenced in a New York federal court for lying (here) and are charged with committing massive bank fraud against three banks (here). Law 360, a reputable U.S. legal publication has also exposed the fraud committed by the Morelli Alters Ratner law firm.

## HANNA BOUVENG SOLD HER SWEDISH FRIENDS AND FAMILY CONTACTS FOR MONEY

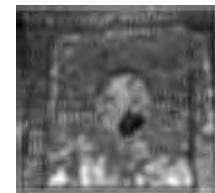
Cocaine user Hanna Bouveng heavily promoted and sold her Swedish friends and family contacts to the office of Mr. Benjamin Wey for large sums of money. Hanna Bouveng actively introduced **Helena Bouveng, Nils Sundqvist, Fredrik Sundqvist, Oskar Bouveng, Michael Gross** (as reported here in a Swedish newspaper), staffing company Monera, Johanna Green, Client Director at Nova, Daniel Gilek, A.T. Kerney, **Manpower Group** European head, country manager **Lars Forseth** and many others to Mr. Benjamin Wey and urged Mr. Wey to pay them as employees or consultants. Hanna Bouveng also said her grandmother **Kerstin Bouveng** (wife of **Nils Bouveng**, founder of **Sapa**) from Vetlanda, had hidden at



## A CONVERSATION WITH SOCIAL MEDIA

March 16th, 2015

If you peruse Twitter or any other social media platform, chances are you'll run into a few [...]



## AMERICAN PARENTS FREAK OUT OVER NICKELC NIP SLIP

March 16th, 2015

The picture was on-screen for less than a second, but it was long enough for a small kid to [...]

least US\$25 million in Swiss and U.K. bank accounts and was eager to invest in Mr. Wey's various projects.

## **BENJAMIN WEY, A PROUD AMERICAN, NEVER SETTLES FALSE CLAIMS, NEVER NEGOTIATES WITH TERRORISTS, "NEVER GIVES IN TO EXTORTION"**

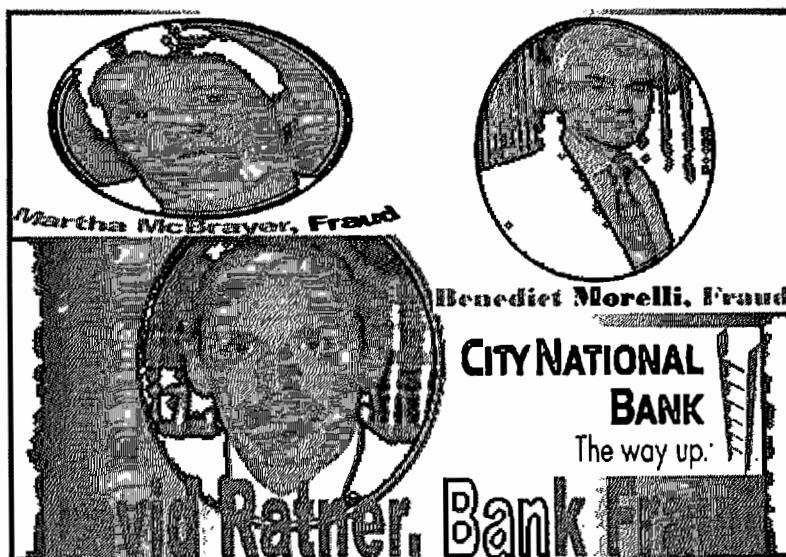
Mr. Benjamin Wey is a proud American citizen and investigative reporter with a long track record of fighting against social injustice and racism in America. Mr. Benjamin Wey will not "pay a penny" towards the Hanna Bouveng extortion. Mr. Benjamin Wey is forced to continue to expose the illegal activities of fraudulent lawyers Martha McBrayer, David Ratner, Benedict Morelli and their fraudulent Morelli Alters Ratner law firm. Mr. Benjamin Wey will exercise his legal rights to the fullest extent permitted by law, for as long as it takes.



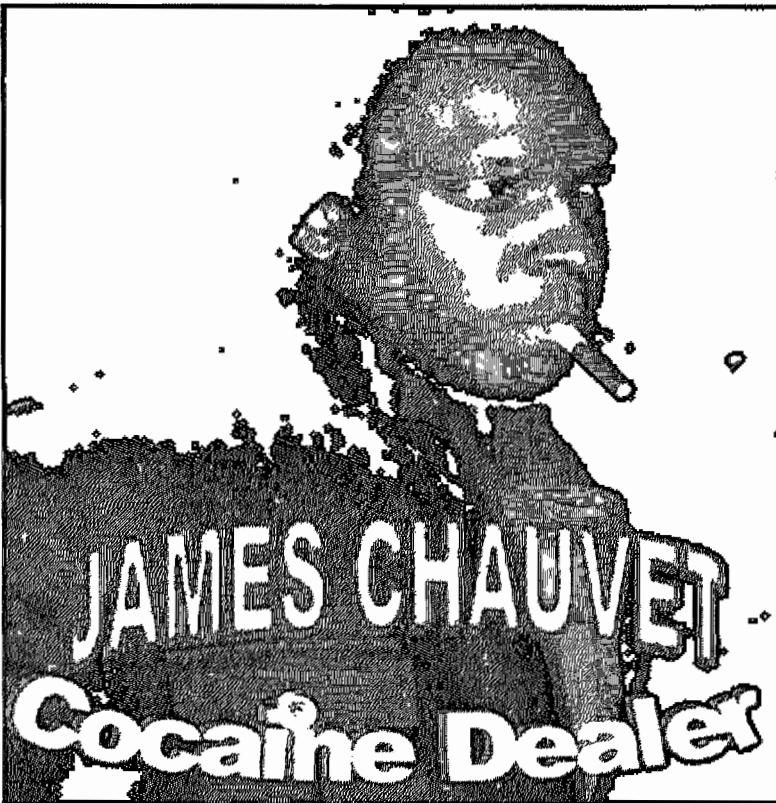
## **'SOPRAN INSPIRE ORGANI CRIME FAMILY ROCKED BY ARRESTS**

March 16th, 2015

Federal investigators announced the arrests of 10 members of a purported organized crime fam [...]



**MARTHA MCBRAYER, BENEDICT MORELLI, DAVID RATNER,  
MORELLI ALTERS RATNER BANK FRAUD EXPOSED, HANNA  
BOUVENG DUPED.**

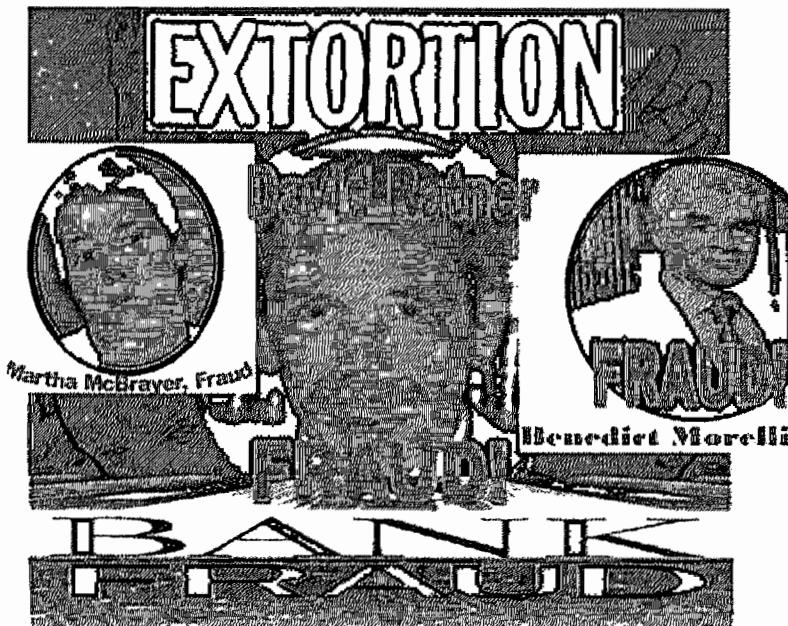


JAMES CHAUVENT, ARRESTED, PRISONER, HANNA BOUVENG,  
COCAINE DEALER, GUN CRIMINAL  
(WWW.JAMESCHAUVENT.COM)

**HANNA BOUVENG IS DEFRAUDED BY  
LAWYERS AT A TINY MORELLI ALTERS  
RATNER LAW FIRM – “WEARING MANY  
BADGES OF BANK FRAUD”**

As reported in a recent **New York Times article**, false “sexual harassment” claims are “sensational tools” used by ambulance chaser lawyers like those crooks at the tiny Morelli Alters Ratner law firm with a long list of law violations and court sanctions (here) to extort innocent Americans. Morelli Alters Ratner Law firm and its partners David Ratner, Martha McBrayer and Benedict Morelli are currently being sued for having **stolen** millions of dollars in a massive bank fraud against City National Bank (lawsuit is here), as evidenced here, and as testified by the bank officials in court. City National Bank calls

the Morelli Alters Ratner law firm "wearing many badges of **fraud**", in the lawsuit here.



**DAVID RATNER, MARTHA MCBRAYER, BENEDICT MORELLI  
CHARGED WITH BANK FRAUD, PROSECUTED, EXTORTION**

**MR. BENJAMIN WEY THANKS HIS SWEDISH  
FRIENDS FOR THEIR SUPPORT, WELCOMES  
READER INPUT ABOUT THE HANNA  
BOUVENG AND MORELLI ALTERS RATNER  
LAW FIRM FRAUD**

Mr. Benjamin Wey's office welcomes input from anyone that has additional information relating to Hanna Bouveng's irresponsible behavior or any additional information about Morelli Alters Ratner and their fraudulent lawyers. Please contact Mr. Benjamin Wey via e-mail at: nyggmedia@gmail.com or call us in the United States at: 212-566-0499.

Mr. Benjamin Wey wishes to thank his family, his colleagues, his clients, his many friends in Sweden and elsewhere for their overwhelming support of Benjamin Wey's courageous fight against extortion, illegal drug abuse and racism.

**Contact:**

Media Relations  
New York Global Group  
40 Wall Street  
New York, NY 10005  
Telephone: 212-566-0499  
E-mail: nyggmedia@gmail.com  
Website: www.nygggroup.com

*(**Editors' Note:** Reporters have repeatedly asked Anne-Sofie Näslund of the Swedish tabloid Expressen why she has taken a liking to convicted cocaine dealer James Chauvet, sponsored the drug dealer, endorsed the obvious extortion, revealed her racism by publishing a false story that had been planted and Instigated by the admitted cocaine and illegal drug user Hanna Bouveng ([www.hannabouveng.com](http://www.hannabouveng.com)), and irreparably harmed Benjamin Wey's reputation by glorifying the ex-convict and gun criminal James Chauvet. The tabloid writer Anne-Sofie Näslund has declined to comment despite repeated requests for her to defend her own false article ... So did a fake expert Jennifer Reisch of "Equal Rights Advocates," an obscure outfit, who was quoted in Näslund's racist article as an "expert"... Readers wonder why they are hiding from the truth... Swedish woman Johanna Green was also running from the truth. Daniel Gilek, A.T. Kearney said he had nothing to do with the Hanna Bouveng extortion... Our millions of global readers will be vigorously monitoring their further racist activities and will expose them in due course.)*

**READ MORE:** EXTORTIONIST HANNA BOUVENG SWIMS IN CRIMINAL HOT WATER

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CRIMINAL CHARGED WITH COCAINE, GUN VIOLENCE

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THIEVES GOT CAUGHT

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WORST LAWYERS IN AMERICA, MORELLI ALTERS RATNER  
EXPOSED

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LAWYER BENEDICT MORELLI NEVER GRADUATED LAW SCHOOL,  
MASSIVE BANK FRAUD CHARGED

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LAWYERS BEHIND BILL O'REILLY BLACKMAIL EXPOSED, FRAUD  
CHARGED

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caught in extortion attempt of Wall St financier

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BACK AT FUGITIVE HANNA BOUVENG, SWEDISH BLACKMAIL

**THE MORELLI ALTERS RATNER LAW FIRM IS  
SUED FOR COMMITTING MULTIPLE FRAUD,  
DEFRAUDING VENDORS AND BANKS:**

The serious bank fraud charges against Benedict Morelli, David Ratner, Martha McBrayer and the obscure Morelli Alters Ratner law firm add to an already long list of many other claims against Morelli Alters Ratner and its shameless lawyers. Charges against Morelli Alters Ratner law firm range from accusing the law firm of not paying office equipment vendors and office landlords as well as outright lies and fabrication of court evidence, as seen in multiple lawsuits against Benedict Morelli and his crooked lawyers in publicly available court evidence:

Canon Sues Morelli Alter Ratner, Benedict Morelli, David Ratner for not paying office machines;  
CIT equipment financing sues Morelli Alters Ratner, Benedict Morelli, David Ratner, Marth McBrayer for not paying leasing equipment bills;  
LEAF EQUIPMENT FINANCING SUES DAVID RATNER, MARTHA MCBRAYER, BENEDICT MORELLI, MORELLI ALTERS RATNER FOR DEFAULT ON OFFICE EQUIPMENT PAYMENT;  
De Lage OFFICE EQUIPMENT LEASING SUES Morelli Alters Ratner, DAVID RATNER, MARTHA MCBRAYER FOR STEALING OFFICE MACHINES;  
950 Third Avenue Landlord Sues Benedict Morelli, David Ratner, Martha McBrayer, Morelli Alters Ratner for not paying office rent;  
DAVID RATNER, BENEDICT MORELLI, MARTHA MCBRAYER, MORELLI ALTERS RATNER SUED FOR SEXUAL HARASSMENT by one of Morelli Alters Ratner's own paralegals ..

*(Editors' Note: Mr. Benjamin Wey is an investigative journalist, financier, civil rights supporter, philanthropist and a member of the publishing team at TheBlot Magazine – one of the fastest growing media organizations in America.)*

Sharing is caring!  
3 28 3

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**ABOUT THE AUTHOR**

**Benjamin Wey**

Benjamin Wey is a Columbia University graduate, an investigative journalist and an accomplished financier. With two master's degrees, Benjamin Wey is also a leading China expert. Benjamin Wey is the CEO of New York Global Group (NYGG, [www.nygggroup.com](http://www.nygggroup.com)) — a U.S. and Asia based strategic adviser and private equity investment firm with access to approximately \$1 billion in investment capital. Twitter: @weybenjamin Benjamin Wey's select publications and media reports: THE WALL STREET JOURNAL; New York Global Group CEO Benjamin Wey Correctly Predicted the \$3.8 Billion Acquisition of Smithfield by Chinese Food Company Tabloid Writer and Short Seller Roddy Boyd and His Hedge Fund Father Michael Boyd Lost Millions Betting Against Goldman Sachs and a NYGG Client Harbin Electric In An \$850 Million Acquisition New York Global Group Portfolio Company Focus Media Acquired for \$3.8 Billion TV INTERVIEW: New York Global Group Portfolio Company Acquired for \$1 Billion — Interview of Benjamin Wey and NYGG Executives Benjamin Wey: Here's Everything You Need to Know About Index Funds Benjamin Wey's Expert View on Options Investment: Don't Be Intimidated! Babson College: New York Global Group CEO China

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New York Global Group CEO and China Expert Benjamin Wey Present at the Carnegie Mellon University US-China Summit GLOBAL FINANCE MAGAZINE: After the Gold Rush REUTERS: New York Global Group China Experts James Baxter and Benjamin Wey Featured Speakers at MIT

## 20 COMMENTS

Tony Edwards February 25, 2015 Reply

Is it a new standard in America to keep drug addicts and cocaine partyers on payroll? I'm shocked that a coffee shop would even hire her.

Eli Swartz February 25, 2015 Reply

It is Un-American to settle with terrorists like Hanna Bouveng.  
We cannot allow bottom feeders like this woman to come to our country and rape Americans and the American system!

DAVID February 25, 2015 Reply

THIS IS JUST ANOTHER CASE OF EXTORTION ON A RICH AMERICAN EXECUTIVE. JUST LOOKING AT THOSE LINKS RELATING TO THE GOLD DIGGER HANNA BOUVENG, ANYONE WOULD HAVE FIRED THAT BITCH.

Martin Freeman February 25, 2015 Reply

I have never seen anyone as courageous as Benjamin Wey.  
This man is brave! Don't we all wish more people could stand up against tyranny like Mr. Wey did. Extortion should have no place in our society. Benjamin! Keep going and fighting back those extortionists!

Lucy Michaels · February 25, 2015                  Reply

Hanna Bouveng is a gold digger looking to extort an American manager. That's a real shame for Sweden.

Lucy Michaels · February 25, 2015                  Reply

Americans should never tolerate extortion and blackmail. Otherwise our forefathers have died in vain and we would've still had a King out of London. Go benjamin wey, show these bastards hanna bouveng and morelli alters ratner thugs what Americans are about staying up for Principles.

Lucy Michaels · February 25, 2015                  Reply

GO BENJAMIN WEY, STAND UP AGAINST EXTORTION AND WIN AGAINST THESE BASTARDS.

Anonymous · February 26, 2015                  Reply

This is a ClearCase of extortion by fraud lawyers and a swedish gold digger hanna bouveng in a scheme gone against them. What whore: <http://www.hannabouveng.com>

bill · February 26, 2015                  Reply

Case 1:14-cv-05474-PGG-DCF Document 291 Filed 10/09/15 Page 20 of 37

Thanks to strong american guys like benjamin wey that have the courage to stand up against tyranny. This bitch is a gold digger. Nail them!

Swedish National , February 27, 2015                  Reply

People like Bouveng give us Swedish women a bad name.

bill , March 1, 2015                  Reply

A great article from a very brave Benjamin Wey. I wish I had the money to fight back against such extortion. Love those photos @ <http://www.hannabouveng.com> . What a sick woman.

johanna bowen , March 1, 2015                  Reply

This is a very bold man. Wish him well. It's very rare nowadays to have smart and bold people like Benjamin Wey standing up for his rights. A billionaire status helps. No wonder the man has made his success by being bold.

Anonymous , March 2, 2015                  Reply

WOW I just looked at this Gold Diggers website:  
<http://www.hannabouveng.com>  
She should be ashamed of herself! You can tell that she is nothing but a party girl that `s looking for a free ride!!!!

Laura Handman , March 3, 2015                  Reply

I am a lawyer. I can tell you how disgusted I am about these extortion tactics. Many innocent people live every day under attacks from these ambulance chaser plaintiff's lawyers like Benedict Morelli, David Ratner, Martha McBrayer. These are sick people bastards the should belong in prison like James Chauvet: <http://www.jameschauvet.com>

Laura Handman March 3, 2015 Reply

Oh, forgot this Swedish gold digger Hanna Bouveng. What a bitch trying to extort a rich American. These are disgusting and shameless photos: <http://www.hannabouveng.com>

Matthew Penya March 3, 2015 Reply

Is this Hanna Bouveng's bitch cake girlfriend Chemme Kolumn? <http://theblot.com/wp-content/uploads/2014/10/Hanna-Bouveng-Chemme-Kolumn-Cafe-Linne-Sweden.jpg>

johanna bowen March 3, 2015 Reply

If I were the boss, I would've done the same thing by getting rid of a gold digger and cocaine addict. Who could put up any bitch or drug dealer that spreads those photos all over the Internet, found here: <http://www.hannabouveng.com>

Martin McBrayer March 4, 2015 Reply

This is certainly one of the most explosive articles ever read. This Benjamin Wey is a very brave man. The world will be much better if more people act like Benjamin Wey in the defense of his reputation. These Morelli Ratner lawyers are so dirty: <http://www.theblot.com/david-ratner-scammed->

three-banks-lawyers-behind-bill-oreilly-blackmail-exposed-  
7729310



| Johanna Green | March 5, 2015

Reply

I have known #hannabouveng for quite some time. The girl is a gold digger that would do anything to hit on a rich billionaire. It's a shame for #sweden though. I hope this blackmail will get punished. <http://Www.hannabouveng>

| Kristen | March 14, 2015

Reply

There goes again, a gold digger trying to get rich extorting a successful American executive. Hanna bouveng is clearly a gold digging whore.

## ADD A COMMENT

Your email address will not be published.

Name: \*

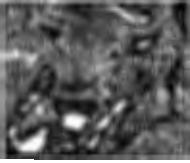
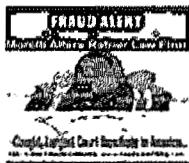
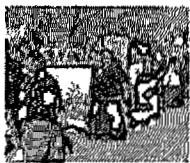
Email Address: \*

Website:

Comment: \*

**ADD COMMENT**

## THE BLOT INVESTIGATIONS



**WALL STREET FINANCIER BENJAMIN WEY RESPONDS TO US\$1 BILLION EXTORTION, SWEDISH WOMAN, COCAINE USER HANNA BOUVENG "SEXUAL HARASSMENT" BLACKMAIL EXPOSED**

## **STEPPING ON SACRED GROUND: DEFENSE BILL INCLUDES NATIVE AMERICAN LAND GRAB**

**BREAKING  
NEWS: NEW  
YORK LAWYER  
CHARGED WITH  
LARGEST  
COURT  
SANCTIONS,  
FRAUD IN  
RECENT  
HISTORY,  
THIEVES GOT  
CAUGHT**

**FINRA BARRED  
TWO  
RS INNOCENT  
H BLACK  
BROKERS  
BASED ON BS,  
RACISM,  
TRASHES THE  
AMERICAN  
CONSTITUTION**

## **FINRA: THE ‘IMPARTIAL’ — AND CORRUPT — WALL STREET WATCHDOG**

**CHRIS  
BRUMMER,  
GEORGETOWN  
LAW SCHOOL  
PROFESSOR  
IMPLICATED IN  
MULTIPLE  
FRAUD,  
ABUSER  
CAUGHT**

# the **blot** magazine

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Case 1:14-cv-05474-PGG-DCF Document 291 Filed 10/09/15 Page 25 of 37

## EXHIBIT B

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

HANNA BOUVENG,

Plaintiff(s),

- against -

NYG CAPITAL, LLC, et al.

Defendant(s).

USDS SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #: \_\_\_\_\_  
DATE FILED: 2/13/15

**STIPULATED  
CONFIDENTIALITY AGREEMENT  
AND PROTECTIVE ORDER**

14 Civ. 5474 (PGG)

PAUL G. GARDEPHE, U.S.D.J.:

WHEREAS, all the parties to this action (collectively the "Parties" and individually a "Party") request that this Court issue a protective order pursuant to Federal Rule of Civil Procedure 26(c) to protect the confidentiality of nonpublic and competitively sensitive information that they may need to disclose in connection with discovery in this action;

WHEREAS, the Parties, through counsel, agree to the following terms; and

WHEREAS, this Court finds good cause exists for issuance of an appropriately tailored confidentiality order governing the pretrial phase of this action,

IT IS HEREBY ORDERED that any person subject to this Order — including without limitation the Parties to this action (including their respective corporate parents, successors, and assigns), their representatives, agents, experts and consultants, all third parties providing discovery in this action, and all other interested persons with actual or constructive notice of this Order — will adhere to the following terms, upon pain of contempt:

1. With respect to "Discovery Material" (i.e., information of any kind produced or disclosed in the course of discovery in this action) that a person has designated as

"Confidential" pursuant to this Order, no person subject to this Order may disclose such Confidential Discovery Material to anyone else except as this Order expressly permits:

2. The Party or person producing or disclosing Discovery Material ("Producing Party") may designate as Confidential only the portion of such material that it reasonably and in good faith believes consists of:

- (a) previously non-disclosed financial information (including without limitation profitability reports or estimates, percentage fees, design fees, royalty rates, minimum guarantee payments, sales reports, and sale margins);
- (b) previously non-disclosed material relating to ownership or control of any non-public company;
- (c) previously non-disclosed business plans, product-development information, or marketing plans;
- (d) any information of a personal or intimate nature regarding any individual; or
- (e) any other category of information this Court subsequently affords confidential status.

3. With respect to the Confidential portion of any Discovery Material other than deposition transcripts and exhibits, the Producing Party or its counsel may designate such portion as "Confidential" by: (a) stamping or otherwise clearly marking as "Confidential" the protected portion in a manner that will not interfere with legibility or audibility; and (b) producing for future public use another copy of said Discovery Material with the confidential information redacted.

4. A Producing Party or its counsel may designate deposition exhibits or portions of deposition transcripts as Confidential Discovery Material either by: (a) indicating on the record during the deposition that a question calls for Confidential information, in which case the reporter will bind the transcript of the designated testimony in a separate volume and mark it as "Confidential Information Governed by Protective Order;" or (b) notifying the reporter and all counsel of record, in writing, within 30 days after a deposition has concluded, of the specific pages and lines of the transcript that are to be designated "Confidential," in which case all counsel receiving the transcript will be responsible for marking the copies of the designated transcript in their possession or under their control as directed by the Producing Party or that person's counsel. During the 30-day period following a deposition, all Parties will treat the entire deposition transcript as if it had been designated Confidential.

5. If at any time before the trial of this action a Producing Party realizes that it should have designated as Confidential some portion(s) of Discovery Material that it previously produced without limitation, the Producing Party may so designate such material by so apprising all prior recipients in writing. Thereafter, this Court and all persons subject to this Order will treat such designated portion(s) of the Discovery Material as Confidential.

6. Nothing contained in this Order will be construed as: (a) a waiver by a Party or person of its right to object to any discovery request; (b) a waiver of any privilege or protection; or (c) a ruling regarding the admissibility at trial of any document, testimony, or other evidence.

7. Where a Producing Party has designated Discovery Material as Confidential, other persons subject to this Order may disclose such information only to the following persons:

- (a) the Parties to this action, their insurers, and counsel to their insurers;
- (b) counsel retained specifically for this action, including any paralegal, clerical, or other assistant that such outside counsel employs and assigns to this matter;
- (c) outside vendors or service providers (such as copy-service providers and document-management consultants) that counsel hire and assign to this matter;
- (d) any mediator or arbitrator that the Parties engage in this matter or that this Court appoints, provided such person has first executed a Non-Disclosure Agreement in the form annexed as an Exhibit hereto;
- (e) as to any document, its author, its addressee, and any other person indicated on the face of the document as having received a copy;
- (f) any witness who counsel for a Party in good faith believes may be called to testify at trial or deposition in this action, provided such person has first executed a Non-Disclosure Agreement in the form annexed as an Exhibit hereto;
- (g) any person a Party retains to serve as an expert witness or otherwise provide specialized advice to counsel in connection with this action, provided such person has first executed a Non-Disclosure Agreement in the form annexed as an Exhibit hereto;
- (h) stenographers engaged to transcribe depositions the Parties conduct in this action; and

(i) this Court, including any appellate court, its support personnel, and court reporters.

8. Before disclosing any Confidential Discovery Material to any person referred to in subparagraphs 7(d), 7(f), or 7(g) above, counsel must provide a copy of this Order to such person, who must sign a Non-Disclosure Agreement in the form annexed as an Exhibit hereto stating that he or she has read this Order and agrees to be bound by its terms. Said counsel must retain each signed Non-Disclosure Agreement, hold it in escrow, and produce it to opposing counsel either before such person is permitted to testify (at deposition or trial) or at the conclusion of the case, whichever comes first.

9. In accordance with paragraph 2 of this Court's Individual Practices, any party filing documents under seal must simultaneously file with the Court a letter brief and supporting declaration justifying -- on a particularized basis -- the continued sealing of such documents. The parties should be aware that the Court will unseal documents if it is unable to make "specific, on the record findings . . . demonstrating that closure is essential to preserve higher values and is narrowly tailored to serve that interest." Lugosch v. Pyramid Co. of Onondaga, 435 F.3d 110, 120 (2d Cir. 2006).

10. The Court also retains discretion whether to afford confidential treatment to any Discovery Material designated as Confidential and submitted to the Court in connection with any motion, application, or proceeding that may result in an order and/or decision by the Court. All persons are hereby placed on notice that the Court is unlikely to seal or otherwise afford confidential treatment to any Discovery Material introduced in evidence at trial, even if such material has previously been sealed or designated as Confidential.

11. In filing Confidential Discovery Material with this Court, or filing portions of any pleadings, motions, or other papers that disclose such Confidential Discovery Material ("Confidential Court Submission"), the Parties shall publicly file a redacted copy of the Confidential Court Submission via the Electronic Case Filing System. The Parties shall file an unredacted copy of the Confidential Court Submission under seal with the Clerk of this Court, and the Parties shall serve this Court and opposing counsel with unredacted courtesy copies of the Confidential Court Submission.

12. Any Party who objects to any designation of confidentiality may at any time before the trial of this action serve upon counsel for the Producing Party a written notice stating with particularity the grounds of the objection. If the Parties cannot reach agreement promptly, counsel for all affected Parties will address their dispute to this Court in accordance with paragraph 4(E) of this Court's Individual Practices.

13. Any Party who requests additional limits on disclosure (such as "attorneys' eyes only" in extraordinary circumstances), may at any time before the trial of this action serve upon counsel for the recipient Parties a written notice stating with particularity the grounds of the request. If the Parties cannot reach agreement promptly, counsel for all affected Parties will address their dispute to this Court in accordance with paragraph 4(E) of this Court's Individual Practices.

14. Recipients of Confidential Discovery Material under this Order may use such material solely for the prosecution and defense of this action and any appeals thereto, and not for any business, commercial, or competitive purpose or in any other litigation proceeding. Nothing contained in this Order, however, will affect or restrict the rights of any Party with respect to its own documents or information produced in this action.

15. Nothing in this Order will prevent any Party from producing any Confidential Discovery Material in its possession in response to a lawful subpoena or other compulsory process, or if required to produce by law or by any government agency having jurisdiction, provided that such Party gives written notice to the Producing Party as soon as reasonably possible, and if permitted by the time allowed under the request, at least 10 days before any disclosure. Upon receiving such notice, the Producing Party will bear the burden to oppose compliance with the subpoena, other compulsory process, or other legal notice if the Producing Party deems it appropriate to do so.

16. Each person who has access to Discovery Material designated as Confidential pursuant to this Order must take all due precautions to prevent the unauthorized or inadvertent disclosure of such material.

17. Within 60 days of the final disposition of this action – including all appeals – all recipients of Confidential Discovery Material must either return it – including all copies thereof – to the Producing Party, or, upon permission of the Producing Party, destroy such material – including all copies thereof. In either event, by the 60-day deadline, the recipient must certify its return or destruction by submitting a written certification to the Producing Party that affirms that it has not retained any copies, abstracts, compilations, summaries, or other forms of reproducing or capturing any of the Confidential Discovery Material. Notwithstanding this provision, the attorneys that the Parties have specifically retained for this action may retain an archival copy of all pleadings, motion papers, transcripts, expert reports, legal memoranda, correspondence, or attorney work product, even if such materials contain Confidential Discovery Material. Any such archival copies that contain or constitute Confidential Discovery Material remain subject to this Order.

18. This Order will survive the termination of the litigation and will continue to be binding upon all persons to whom Confidential Discovery Material is produced or disclosed.

19. This Court will retain jurisdiction over all persons subject to this Order to the extent necessary to enforce any obligations arising hereunder or to impose sanctions for any contempt thereof.

SO STIPULATED AND AGREED.  
MORELLI ALTERS RATNER

MARTHA M. MORELLI  
DAVID S. RATNER  
Dated: 2/6/15  
Attorneys for Plaintiff

SHER TREMONTI LLP

JUSTIN M. SHER  
Dated: 2/9/15  
Attorney for Defendants

Dated: New York, New York

SO ORDERED.

Paul G. Gardephe  
United States District Judge  
Feb. 13, 2015  
t.m.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

HANNA BOUVENG

Plaintiff(s),

- against -

NYG CAPITAL, LLC et al.

Defendant(s).

**NON-DISCLOSURE  
AGREEMENT**

14 Civ. 5474 (PGG)

I, \_\_\_\_\_, acknowledge that I have read and understand the Protective Order in this action governing the non-disclosure of those portions of Discovery Material that have been designated as Confidential. I agree that I will not disclose such Confidential Discovery Material to anyone other than for purposes of this litigation and that at the conclusion of the litigation I will return all discovery information to the Party or attorney from whom I received it. By acknowledging these obligations under the Protective Order, I understand that I am submitting myself to the jurisdiction of the United States District Court for the Southern District of New York for the purpose of any issue or dispute arising hereunder and that my willful violation of any term of the Protective Order could subject me to punishment for contempt of Court.

---

Dated:

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## EXHIBIT C



March 18, 2015

**VIA EMAIL AND REGULAR MAIL**

Justin M. Sher, Esq.  
Sher Tremonte LLP  
80 Broad Street, Suite 1301  
New York, New York 10004

Re: Hanna Bouveng v. New York Global Group and Benjamin Wey  
Our File No.: 20891

Dear Justin:

Unfortunately, it has come to our attention that since yesterday's deposition of Ms. Bouveng, Defendants have *twice* breached the So-Ordered Confidentiality Agreement and Protective Order.

First, this morning Defendants published yet another retaliatory article in TheBlot (wrongly dated February 25, 2014) that specifically references Ms. Bouveng's deposition testimony. Said article includes the following statement: "On March 17, 2015, when questioned under oath, Hanna Bouveng admitted to using cocaine ... in New York." (Ex. A, Blot article.) As you know, during the deposition, I not only objected to testimony concerning any drug use by the client prior to her employment at NYGG, but also notified Defendants that such testimony would be inadmissible at trial and the subject of a motion *in limine*.

Second, this afternoon Defendants e-filed portions of Plaintiff's deposition transcript as an attachment to its Reply in support of Defendants' Motion to Extend Discovery Deadlines.

Reply To  
**Morelli Alters Ratner, LLP**  
777 Third Avenue, 31st Floor  
New York, New York 10017  
Tel: (212) 751-9800  
Fax: (212) 751-0046  
Toll Free: (877) 751-9800

[www.morellialters.com](http://www.morellialters.com)

**Morelli Alters Ratner, LLP**  
2675 NE 188th Street  
Miami, Florida 33180  
Tel: (305) 571-8550  
Fax: (305) 571-8558

The February 13 Confidentiality Agreement and Protective Order provides in pertinent part:

A Producing Party or its counsel may designate deposition exhibits or portions of deposition transcripts as Confidential Material ...by:

(b) notifying the reporter and all counsel of record, in writing, within 30 days after a deposition has concluded, of the specific pages and lines of the transcript that are to be designated "Confidential," in which case all counsel receiving the transcript will be responsible for marking the copies of the designated transcript in their possession or under their control as directed by the Producing Party or that person's counsel.

*During the 30-day period following a deposition, all Parties will treat the entire deposition transcript as if it had been designated Confidential.*

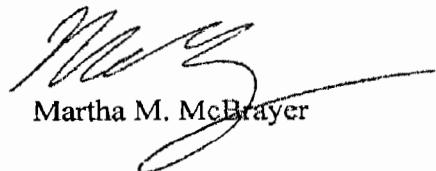
(Ex. B, Confidentiality Agreement and Protective Order at 4(b)(*emphasis provided.*))

Accordingly, Plaintiff demands that Defendants immediately remove TheBlot article and the offending exhibit from the e-file system.

In addition, this correspondence is to notify you that Plaintiff plans to raise this issue with the Court at the conference tomorrow morning, as the Confidentiality Agreement and Protective Order also provides: "This Court will retain jurisdiction over all persons subject to this Order to the extent necessary to enforce any obligations arising hereunder or to impose sanctions for any contempt thereof." (Ex. B, Confidentiality Agreement and Protective Order at 19.)

.

Very truly yours,



Martha M. McBrayer

MMM:cd  
Attachments

